## ARTICLE 5.

## Franchise Conditions.

### Section 9.1-5-1. Franchise term.

The term of an original Franchise shall not exceed fifteen years from the date the Franchise is accepted by a Grantee. The term of a renewed Franchise shall be no more than fifteen years. This provision shall not be construed to prohibit or restrict the extension of an existing Franchise term pending renewal proceedings pursuant to applicable law.

### Section 9.1-5-2. Notice to Grantee.

The Board shall not grant a renewal, approve a transfer, or revoke a Franchise unless the County has given the Grantee at least thirty days' advance written notice of the initial meeting at which the Board will consider such action. The notice shall advise the Grantee of the time, place and purpose of the meeting. The Board's consideration or decision may be carried over with oral notice to the Grantee.

### Section 9.1-5-3. Franchise modification.

(a) A Grantee may request a Franchise modification by submitting a written application to the Communications Administrator for any modification of a Franchise agreement requested in accordance with to 47 U.S.C. § 545, that includes: (i) the specific modification requested; (ii) the justification for the requested modification, including the impact of the requested modification on subscribers and others, and the financial impact on the applicant if the modification is approved or disapproved, demonstrated through, inter alia, submission of pro forma financial statements; (iii) a statement indicating that the modification is sought pursuant to 47 U.S.C. § 545, and a demonstration that the requested modification meets the standards set forth in 47 U.S.C. § 545; (iv) any other information that the applicant believes is necessary for the County to make an informed determination on the application for modification; and, (v) an affidavit or declaration of the applicant or authorized officer certifying the truth and accuracy of the information.

(b) The Board shall consider requests for a Franchise modification upon request by the County or Grantee. The Franchise modification request shall include a review and recommendation by the Communications Administrator.

**Section 9.1-5-4. Franchise revocation.**

(a) The Board shall have the right, by ordinance, to revoke a Franchise or to shorten the term of a Franchise to a term not less than thirty-six months from the date of the action shortening the Franchise term, for a Grantee’s failure to construct, operate or maintain its Cable system in accordance with this Chapter and its Franchise agreement; for failing to comply with the conditions of occupancy for any public lands; for failing to make required extensions of service; for willfully or knowingly making false statements on or in connection with an initial or renewal Franchise application; for willfully or knowingly making false statements on or in connection with any application for a transfer or a Franchise modification; for defrauding or attempting to defraud the County or Subscribers; for any substantial violation of the Virginia Consumer Protection Act of 1977; for any substantial violation of the Cable Act or any regulations promulgated pursuant thereto; or for any other material breach of a Franchise agreement or violation of this Chapter. Board actions taken pursuant to this Subsection shall be in accordance with such other terms and conditions to revoke a Franchise or to shorten the term of a Franchise agreement to the extent established in that Grantee's Franchise agreement.

(b) A Grantee shall not be subject to the sanctions of this Section for any act or omission wherein such act or omission was beyond the Grantee's control. An act or omission shall not be deemed to be beyond a Grantee's control if committed, omitted, or caused by a corporation or other business entity that holds a controlling interest in the Grantee, whether held directly or indirectly. Further, the inability of a Grantee to obtain financing, for whatever reason, shall not be an act or omission that is "beyond the Grantee's control."

(c) Any Franchise shall be deemed revoked one hundred twenty calendar days after an assignment for the benefit of creditors or the appointment of a receiver or trustee to take over the business of a Grantee, whether in a receivership, reorganization, bankruptcy, assignment for the benefit of creditors, or other action or proceeding. Provided, however, that a Franchise may be reinstated at the Board's sole discretion if, within that one hundred twenty day period:

(1) Such assignment, receivership or trusteeship has been vacated; or

(2) Such assignee, receiver, or trustee has fully complied with the terms and conditions of this Chapter and the applicable Franchise agreement and has executed an agreement, approved by a court of competent jurisdiction, under which it assumes and agrees to be bound by the terms and conditions of this Chapter and the applicable Franchise agreement, and such other conditions as may be established or as are required by applicable law.

(d) Notwithstanding the foregoing, in the event of foreclosure or other judicial sale of any of the facilities, equipment, or property of a Grantee, the Board may revoke the Franchise by serving notice on the Grantee and the successful bidder, in which event the Franchise and all rights and privileges of the Franchise will be revoked and will terminate thirty calendar days after serving such notice, unless:

(1) The Board has approved the transfer of the Franchise to the successful bidder; and

(2) The successful bidder has covenanted and agreed with the Board to assume and be bound by the terms and conditions of the Franchise agreement and this Chapter, and such other conditions as may be established or as are required pursuant to this Chapter or a Franchise agreement.

(e) If the Board revokes a Franchise, or if for any reason a Grantee terminates or fails to provide service to its Subscribers, or abandons, forfeits or fails to operate its system, the following rights are effective:

(1) the Board may acquire ownership of or effect a transfer of the Cable system at an equitable price; and

(2) if a Cable system is abandoned by a Grantee, the Board may sell, assign or transfer all or part of the assets of the system.

(f) The Board may acquire ownership of and operate a Cable system, regardless of whether such ownership is acquired following revocation or forfeiture of a Franchise.

(g) The termination of a Grantee's Franchise shall in no way affect, limit or foreclose any rights or remedies the County may have under the Franchise or under any provision of law.

**Section 9.1-5-5. Transfer of ownership to County; Arbitration.**

(a) In those circumstances provided for in this Chapter wherein the County shall have the right to acquire ownership of a Grantee's Cable system or substantially all of its assets, and the price for the Cable system shall have been mutually agreed upon, within sixty days after such agreement, the County shall give written notice to the Grantee if it elects to exercise such right. The County’s written notice shall indicate whether the entire system or substantially all of its assets will be purchased. Ownership of the system or the identified assets will transfer to the

County at the time the County tenders the purchase price for the system or assets, which shall not be later than 180 days after the County's notice of its exercise of a right of purchase.

(b) In the event the Board considers the purchase or transfer of a Grantee's Cable system, or any of its assets, pursuant to the terms of a Franchise agreement and/or this Chapter, and the final price cannot be agreed upon, the price shall be determined by a panel of arbitrators. The panel shall be composed of one arbitrator chosen by the County, one arbitrator chosen by the Grantee, and a third arbitrator chosen by the first two. The expenses of the arbitration, including the fees of the arbitrators, shall be borne by the parties in such a manner as the arbitrators provide in their award, but in no event will the County be responsible for more than one-half of the expenses. The arbitrators shall follow the rules and procedures of the American Arbitration Association, except where such procedures conflict with an express provision of this Chapter. The arbitration hearing shall take place in Fairfax County, Virginia, unless otherwise agreed to by the parties in writing.

(c) Where the purchase price of a Cable system has been submitted to arbitration, the County may affirmatively accept the price determined by the arbitrators within sixty days after the rendering of the arbitrators' decision, and make payment of such price in full to the Grantee within 180 days after the rendering of the arbitrators' price, at which time the system or any assets shall automatically transfer to the County. If the County fails to accept the arbitrators' price within the aforesaid sixty-day period, and tender the purchase price in full to the Grantee within 180 days after the rendering of the arbitrators' price, the rights of the County to acquire shall expire.

(d) No matter or dispute between the County and a Grantee relating to this Chapter or a Franchise agreement shall be arbitrable unless specifically provided for in this Chapter or a Franchise agreement.

**Section 9.1-5-6. County's right to assign.**

A Franchise agreement shall not limit the right of the County to assign its rights to acquire any or all of the assets of a Grantee's Cable system.

**Section 9.1-5-7. Continuity of service.**

(a) A Grantee shall operate its Cable system pursuant to this Chapter and its Franchise agreement without interruption, except as otherwise provided by this Chapter or its Franchise agreement. Following the expiration or revocation of its Franchise, a Grantee shall, at the County's request, as trustee for its successor in interest, operate its Cable system for a temporary period (the "Transition Period") as necessary to maintain service to Subscribers, and shall cooperate with the County to assure an orderly transition from it to the County or another Franchise holder.

(b) During the Transition Period, a Grantee shall not sell any of its Cable system assets, nor make any physical, material, administrative or operational change that would tend to degrade the quality of service to Subscribers, decrease Gross Revenues, or materially increase expenses without the express permission, in writing, of the County or its assigns.

(c) The County may seek legal and/or equitable relief to enforce the provisions of this Section.

(d) The Transition Period shall be no longer than the reasonable period required to arrange for an orderly transfer of the Cable system to the County or to another Franchise holder, unless mutually agreed to by a Grantee and the County. During the Transition Period, a Grantee will continue to be obligated to comply with the terms and conditions of this Chapter, its Franchise agreement, and applicable laws and regulations.

(e) If a Grantee abandons its Cable system during the Franchise term, or fails to operate its Cable system in accordance with the terms of this Chapter and its Franchise agreement during any Transition Period, the County, at its option, may operate a Grantee's Cable system, designate another entity to operate the Grantee's Cable system temporarily until the Grantee restores service under conditions acceptable to the County or until a Grantee's Franchise agreement is revoked and a new Grantee selected by the County is providing service, or obtain an injunction requiring a Grantee to continue operations.

(f) For its management services during the Transition Period, the Grantee shall be entitled to receive as compensation the "Net Income" generated during the Transition Period. For the purposes of this Subsection, "Net Income" means the amount remaining after deducting from Gross revenues all of the actual, direct and indirect, expenses associated with operating the Grantee's Cable system, including the Franchise Fee, interest, depreciation and all taxes, all as determined in accordance with generally accepted accounting principles.

**Section 9.1-5-8. Franchise fee.**

(a) Every Grantee shall pay a franchise fee of five percent of Gross revenues, as provided in federal law and consistent with Virginia law.

(b) Each year during a Franchise term, as compensation for use of Public Rights-of-Way and public land, a Grantee shall pay to the County, on a quarterly basis, a franchise fee. The payments shall be made no later than thirty days following the end of each quarter.

(c) Each franchise fee payment shall be submitted with supporting detail and a statement certified by a Grantee's chief financial officer or an independent certified public accountant, reflecting the total amount of monthly Gross revenues for the payment period. The County shall have the right to reasonably require further supporting information.

(d) The County shall have the right to inspect books and records and to audit and recompute any amounts determined to be payable under this Chapter or a Franchise agreement, whether the records are held by a Grantee, an Affiliate, or any other agent of a Grantee.

(e) A Grantee shall be responsible for making available to the County all records necessary to confirm the accurate payment of franchise fees, without regard to by whom they are held. Such records shall be made available pursuant to the requirements of this Chapter.

(f) The County's audit expenses shall be borne by the County unless the audit discloses an underpayment of more than three percent of any quarterly payment, in which case the County's out-of-pocket costs of the audit shall be borne by a Grantee as a cost incidental to the enforcement of its Franchise. Any additional undisputed amounts due to the County as a result of the audit shall be paid within thirty days following written notice to a Grantee by the County of the underpayment, which notice shall include a copy of the audit report. If recomputation results in additional revenue to be paid to the County, interest will be due as specified in this Section.

(g) The County shall have three years from the time a Grantee delivers a franchise fee payment to question that payment, and if the County fails to question the payment within that time period, the Grantee shall not be liable for adjustment to that payment. If the County gives written notice to a Grantee within that three-year period, the three-year period shall be tolled for one year to allow the County to conduct an audit. Any legal action by either party relating to a franchise fee payment will toll the remaining term, if any, of the three-year time period and the one-year audit period with respect to that payment.

(h) The franchise fee payments required by this section shall be in addition to any and all taxes of a general nature or other fees or charges which a Grantee shall be required to pay to the County or to any state or federal agency or authority, as required herein or by law, all of which shall be separate and distinct obligations of a Grantee. A Grantee shall not have or make any claim for any deduction or other credit of all or any part of the amount of the franchise fee payments from or against any of said County taxes or other fees or charges which a Grantee is required to pay to the County, except as required by law, this Chapter, or a Franchise agreement. A Grantee shall not apply nor seek to apply all or any part of the amount of the franchise fee payments as a deduction or other credit from or against any of said County taxes or other fees or charges, each of which shall be deemed to be separate and distinct obligations of a Grantee. Nor shall a Grantee apply or seek to apply all or any part of the amount of any of said taxes or other fees or charges as a deduction or other credit from or against any of its Franchise obligations, each of which shall be deemed to be separate and distinct obligations of a Grantee. Notwithstanding the above provisions of this paragraph, however, a Grantee shall have the right to a credit, in the amount of its franchise fee payments under its Franchise agreement, against any general utility tax on Cable services that may be imposed by the County, to the extent such a tax is applicable to a Grantee or its Subscribers. A Grantee shall not designate or characterize its franchise fee as a tax.

(i) In the event that any franchise fee payment or recomputation amount less than Five Thousand Dollars is not made on or before the required date, interest shall be charged from the due date at an annual rate equal to the commercial prime interest rate of the County's primary depository bank during the period the unpaid amount is due. In the event that any franchise fee payment (or payments) or any recomputation amount totaling Five Thousand Dollars or more is not paid by the due date, then interest shall accrue to the County from the due date at a rate equal to the interest rate then chargeable for unpaid federal income taxes (26 U.S.C. § 6621). In addition to the foregoing, the failure of a Grantee to make a timely payment (as defined by Va.

Code § 6.1-330.80) of any amount required or recomputed under this Section shall subject a Grantee to an additional late charge of five percent of the amount of such payment. However, for good cause shown, the Communications Administrator may waive the provisions of this Subsection for a period not to exceed five business days.

(j) In the event a Franchise is revoked prior to its expiration date, a Grantee shall file with the County, within ninety days of the date of revocation, a financial statement certified by an independent certified public accountant that clearly shows the Gross revenues received by a Grantee from the end of the previous fiscal quarter through the date of revocation and shall pay within that time the franchise fees accrued as of the date of revocation.

(k) The acceptance of any payment required herein by the County shall not be construed as an acknowledgment or an accord and satisfaction that the amount paid is the correct amount due, nor shall such acceptance of payment be construed as a release or waiver of any claim that the County may have for additional sums due and payable. However, the County's acceptance of full payment of the amount determined to be due by the County through an audit shall be construed as an accord and satisfaction.

**Section 9.1-5-9. Insurance—Bonds—Indemnity.**

(a) A Grantee shall maintain, and by its acceptance of a Franchise specifically agrees that it will maintain, throughout the entire length of a Franchise period, at least the following liability insurance coverage insuring the County and a Grantee: (i) commercial general liability insurance with respect to the construction, operation, and maintenance a Grantee's Cable system, and the conduct of a Grantee's business in the County, in the minimum amounts of $2,000,000 per occurrence; $2,000,000 aggregate for each occurrence; and (ii) copyright infringement insurance in the minimum amount of $2,000,000 for copyright infringement occasioned by the operation of a Grantee's Cable system.

(b) Such commercial general liability insurance must include coverage for all of the following: comprehensive form, premises-operations, explosion and collapse hazard, underground hazard, products/completed operations hazard, contractual insurance, broad form property damage, and personal injury.

(c) The County may review these amounts and shall have the right to require reasonable adjustments to them consistent with the public interest.

(d) A Grantee shall be solely responsible for the payment of premiums due for each policy of insurance required pursuant to this Chapter and its Franchise agreement.

(e) All insurance policies and certificates maintained pursuant to this Chapter or a Franchise agreement shall contain the following endorsement:

> It is hereby understood and agreed that this insurance coverage may not be canceled by the insurance company nor the intention not to renew be stated by the insurance company until at least 30 days after receipt by the County Communications Administrator, by registered mail, of a written notice of such intention to cancel or not to renew.

(f) All insurance policies shall be with insurers qualified to do business in the Commonwealth of Virginia, with an A-1 or better rating of insurance by Best's Key Rating Guide, Property/Casualty Edition.

(g) All insurance policies shall be available for review by the County, and a Grantee shall submit to the County certificates of insurance for each policy required herein.

(h) All commercial general liability insurance policies shall name the County, its elected and appointed officials, officers, boards, commissions, commissioners, agents, and employees as additional insureds.

(i) A Grantee shall, at its sole cost and expense, indemnify, hold harmless, and defend the County, its elected and appointed officials, officers, boards, commissions, commissioners, agents, and employees, against any and all claims, suits, causes of action, proceedings, and judgments for damages or equitable relief arising out of the construction, maintenance, or operation of a Grantee's Cable system (to the extent that a Grantee has operation or maintenance responsibilities pursuant to this Chapter, its Franchise agreement, or applicable law); copyright infringements or a failure by a Grantee to secure consents from the owners, authorized distributors, or franchisees of programs to be delivered by a Grantee's Cable system (other than PEG content); the conduct of a Grantee's business in the County; or in any way arising out of a Grantee's enjoyment or exercise of its Franchise agreement, unless that specific act or omission has been authorized by the County or is the result of any act or omission by the County or its elected and appointed officers, boards, commissions, commissioners, agents, or employees which results in personal injury or property damage. A general statement of authorization pursuant to this Chapter or a Franchise agreement shall not be construed to be such an authorization.

(j) Specifically, a Grantee shall fully indemnify, defend, and hold harmless the County and, in their capacity as such, the elected and appointed officials, officers, agents, commissions, commissioners, boards and employees thereof, from and against any and all claims, suits, actions, liability, and judgments, whether for damages or otherwise, subject to 47 U.S.C. § 558, arising out of or alleged to arise out of the installation, construction, operation, or maintenance of a Grantee's Cable system, including but not limited to any claim against a Grantee for invasion of the right of privacy, defamation of any Person, firm or corporation, or the violation or infringement of any copyright, trade mark, trade name, service mark, or patent, or of any other right of any Person, firm, or corporation. This indemnity does not apply to programming carried on any Channel set aside for PEG use, or Channels leased pursuant to 47 U.S.C. § 532, or to operations of the PEG Channels to the extent such operations are carried out by a Person other than a Grantee or its agents.

(k) In the event that a Grantee fails, after notice, to undertake the County's defense of any claims pursuant to this Section, a Grantee's indemnification shall include, but is not limited to, the County's reasonable attorneys' fees incurred in defending against any such action, claim, suit, or proceeding, any interest charges arising from any action, claim, suit or proceeding arising under this Chapter or its Franchise agreement, the County's out-of-pocket expenses, and the reasonable value of any services rendered by the County.

(l) In addition to the other insurance policies required by this Chapter, a Grantee shall obtain and keep in force and effect during the entire term of its Franchise agreement, including any extension thereof, commercial general liability insurance coverage (owner's protection policy) in a minimum amount of two million dollars covering bodily injury and property damage, subject to exclusions, for the benefit of the County, its elected and appointed officials, boards, commissions, commissioners, agents, employees, and officers. A Grantee shall deliver to the County on or before the date of execution of a Franchise agreement an indemnification insurance policy duly executed by the officers or authorized representatives of a responsible and non-assessable insurance company, evidencing this coverage for the benefit of the County, its elected and appointed officials, agents, boards, commissions, commissioners, employees, and officers, which policy of insurance shall provide for at least 30 days' prior written notice to the County of the insurer's intention to cancel or not to renew said policy.

(m) Neither the provisions of this Section nor any damages recovered by the County shall be construed to limit the liability of a Grantee or its subcontractors for damages under this Chapter or its Franchise agreement or to excuse the faithful performance of obligations required by this Chapter and its Franchise agreement, except to the extent that any monetary damages suffered by the County have been satisfied by a financial recovery under this Section or other provisions of this Chapter or Franchise agreement.

(n) The County shall at no time be liable for any injury or damage occurring to any Person or property from any acts or omissions of a Grantee in the construction, maintenance, use, operation or condition of a Grantee's Cable system, to the extent that a Grantee has responsibilities for such maintenance, use, operation or condition pursuant to this Chapter, its Franchise agreement, or applicable law. The County shall not and does not assume any liability whatsoever of a Grantee for injury to Persons or damage to property.

(o) The provisions of this Section constitute the minimum requirements of a Grantee under this Chapter and its Franchise agreement, but shall not be additional requirements to those identified in a Grantee's Franchise agreement.

(p) A Grantee shall obtain and maintain during the entire term of a Franchise, and any renewal or extensions thereof, a performance bond in the County's favor in the amount not less than $500,000 to ensure a Grantee's faithful performance of its obligations under its Franchise agreement, this Chapter, and other applicable law. The County may, at its sole discretion, reduce the amount of the bond upon written application by a Grantee. Reductions granted or denied upon application by a Grantee shall be without prejudice to the Grantee's subsequent applications or to the County's right to require the full bond at any time thereafter. However, no application for a reduction of bond shall be submitted by a Grantee within one year of any prior application. In no event shall such performance bond or bonds be reduced to less than Fifty Thousand Dollars.

(q) A performance bond shall provide the following conditions:

(1) There shall be recoverable by the County from the principal and surety, any and all fines and penalties due to the County and any and all damages, losses, costs, and expenses suffered or incurred by the County resulting from the failure of a Grantee to faithfully comply with the material provisions of a Franchise agreement, this Chapter, and other applicable law, to comply with all orders, permits and directives of any County agency or body having jurisdiction over a Grantee's acts or defaults, to pay fees due to the County, or to pay any claims, taxes or liens due the County. Such losses, costs and expenses shall include, but not be limited to, reasonable attorney's fees and other associated expenses.

(2) The total amount of the performance bond required by this Chapter shall be forfeited in favor of the County in the event:

(A) a Grantee abandons its system at any time during the term of its Franchise or any extension thereto; or

(B) a Grantee carries out a transfer without the express written approval of the Board as required in this Chapter.

(r) All performance bonds shall be issued by a surety with an A-1 or better rating of insurance in Best's Key Rating Guide, Property/Casualty Edition; shall be subject to the approval of the County; and shall contain the following endorsement:

This bond may not be allowed to lapse until at least ninety days after receipt by the County, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent not to renew.

(s) All performance bonds and insurance policies required herein shall be in a form satisfactory to the County. The County may, at any time, increase the amount of the required performance bond to reflect increased risks to the County and the public and/or require a Grantee to provide additional sureties to any and all bonds or to replace existing bonds with new bonds that satisfy the criteria in this Section. No bond or insurance policy shall be cancelable. Insurance policies written for a period less than the term of a Franchise shall be renewed at least thirty days before the policy's expiration, and the renewed policies and evidence of premium payments shall be promptly delivered to the County.

(t) No Grantee shall permit any insurance policy or performance bond to expire or approach less than thirty days prior to expiration without securing and delivering to the County a substitute, renewal or replacement policy or bond in conformance with the provisions of this Chapter.

(u) The County may require performance bonds and insurance policies described in this Section to run to the benefit of the County.

**Section 9.1-5-10. Transfer of Franchise.**

(a) A Franchise is a privilege that is in the public trust and personal to a Grantee. A Grantee’s obligations under its Franchise involve personal services, the performance of which involves personal credit, trust, and confidence in the Grantee.

(b) No transfer shall occur without prior written notice to and approval of the Board. For purposes of this Section, written approval shall be expressed by ordinance. A transfer without the prior written approval of the Board shall be considered to impair the County's assurance of due performance. The granting of approval for a transfer in one instance shall not render unnecessary approval of any subsequent transfer.

(c) A Grantee shall promptly notify the County of any proposed transfer. If any transfer takes place without prior notice to the County, the Grantee shall promptly notify the County that the transfer has occurred.

(d) At least one hundred twenty calendar days prior to the contemplated effective date of a transfer, a Grantee shall submit to the County an application for approval of a transfer. The application shall provide complete information on the proposed transaction, including details on the legal, financial, technical, and other qualifications of the transferee. At a minimum, the following information must be included in the application:

(1) all information and forms required under federal law;

(2) any shareholder reports or filings with the Securities and Exchange Commission that pertain to the transaction;

(3) other information necessary to provide a complete and accurate understanding of the financial position of the Cable system before and after the proposed transfer;

(4) complete information regarding any potential impact of the transfer on Subscriber rates and service; and

(5) any contracts or other documents that relate to the proposed transaction, and all documents, schedules, exhibits, or information referred to therein as the County may request.

(e) To the extent consistent with federal law, the County may waive in writing any requirement that information be submitted as part of the transfer application, without thereby waiving any rights the County may have to request such information after the application is filed.

(f) For the purposes of determining whether the Board should consent to a transfer, the County or its agents may inquire into all qualifications of the prospective transferee and such other matters as the County may deem necessary to determine whether the transfer is in the public interest and should be approved, denied, or conditioned as provided under subsection (g). A Grantee and any prospective transferees shall assist the County in any such inquiry, and if they fail to do so, the request for a transfer may be denied.

(g) In making a determination as to whether to grant, deny, or grant subject to conditions, an application for a transfer of a Franchise, the Board may consider, by way of example and not limitation, the legal, financial, and technical qualifications of the transferee to operate the Cable system; any potential impact of the transfer on Subscriber rates or services; whether a Grantee is in compliance with its Franchise agreement and this Chapter and, if not, the proposed transferee's commitment to cure such noncompliance; whether the transferee owns or controls any other Cable system in the County, and whether operation by the transferee may eliminate or reduce competition in the delivery of Cable service in the County; and whether operation by the transferee or approval of the transfer would adversely affect Subscribers, the public, or the County's interest under this Chapter, a Franchise, or other applicable law. The Board shall not withhold its consent unreasonably.

(h) Any Franchise transfer without the Board's prior written approval shall be ineffective, shall make the Franchise subject to revocation at the County's sole discretion, and shall subject the Grantee and/or tranferee to any other remedies available under a Franchise agreement, this Chapter or other applicable law.

(i) No application for a transfer of a Franchise shall be granted unless the transferee agrees in writing that it will abide by and accept all terms of this Chapter and the Franchise agreement and that it will assume the obligations, liabilities, and responsibility for all acts and omissions, known and unknown, of the previous Grantee(s) under this Chapter and the Franchise agreement, for all purposes, including renewal, unless the County, in its sole discretion, expressly waives this requirement in whole or in part.

(j) Approval by the Board of a transfer shall not constitute a waiver or release of any of the rights of the County under this Chapter and a Franchise agreement, whether arising before or after the date of the transfer.

(k) For the purposes of this Section, a transfer means any assignment of a Franchise that requires FCC Form 394 or equivalent.

**Section 9.1-5-11. Change in ownership control of a Franchise.**

Approval by an action of the Board shall be required for any transfer of control that requires FCC Form 394 or equivalent. By its acceptance of a Franchise agreement a Grantee shall specifically grant and agree that any such transfer of control without approval of the Board constitutes a violation of this Chapter and its Franchise.

**Section 9.1-5-12. Termination of Franchise.**

Upon termination of a Franchise, whether by action of the Board as provided above, or upon expiration of a Franchise term without extension or renewal, a Grantee shall be obligated to cease using its system for the purposes authorized by the Franchise unless the Board requires the Grantee to operate its system pursuant to Section 9.1-5-7.